REMARKS

This responds to the Office Action mailed on June 18, 2009.

Claims 1 and 35 are amended, no claims are canceled, and no claims are added; as a result, claims 1-37 remain pending in this application.

Claims 1 and 35 are amended to address minor errors related to antecedent basis. Applicant respectfully submits that no new matter is submitted by way of these amendments.

§ *103 Rejection of the Claims*

Claims 1-5 and 7-37 were rejected under 35 U.S.C. § 103(a) as being obvious over Hans et al. (U.S. Publication No. 2002/0120577A1; hereinafter "Hans") in view of Lindholm et al. (WO 02/084980A1; hereinafter "Lindholm"), further in view of Seago et al. (U.S. Publication No. 2004/0054923A1; hereinafter "Seago"). Applicant respectfully traverses the rejection, because as discussed below, the cited references do not teach or suggest each and every element of the claims. Therefore a *prima facie* case of obviousness does not exist with respect to the cited references.

Concerning independent claims 1, 17, 28, 35- 37:

Applicant cannot find in the cited portions of Hans, Lindholm, or Seago any disclosure, teaching, or suggestion of "determining whether the remaining available delivery time exceeds a preset amount of time," as presently recited in claim 17, and similarly recited in claims 28, 36 and 37.

Instead, it appears that Hans refers to conditional delivery based merely on licenses (*see* Hans at ¶ 0029). For example, Hans states:

> If the user is not licensed (step 86), rights manager 40 may invite the user to purchase a license (step 88). If the user purchases a license (step 90), rights manager 40 updates the user's personal profile 46 with the content identifier associated with the licensed digital work (step 92); otherwise, the user is denied access to the requested digital content (step 94).

Hans at ¶ 0029, lines 8-14. The licenses referred to in Hans act to permit or deny access, but are not based on the amount of delivery time available.

In fact, the Office Action relied upon Lindholm to reject this portion of these claims (*see* Office Action of June 18, 2009 at pages 6-7). However, upon review of Lindholm, it appears that Lindholm delivers content with no consideration of a remaining available delivery time (e.g., an amount of time left) exceeding a preset amount of time, or approval of delivery based on such consideration (*see* Lindholm at page 12). For example, Lindholm states:

> The Client 1 finds, by surfing on the World Wide Web from a wireless terminal, an offer to buy/view a rock video-clip for limited use, e.g. a time period of 30 minutes. The Client also decides to pay a little extra for Hifi-quality audio. The Client specifies the desired media and usage and agrees on the price. The Order Server 3 receives this information and charges, based on a previous contractual agreement with the Client such as e.g. a telephone or Internet subscription. The Order Server also checks the status with the Streaming Server 5 to see that the requested media can be delivered according to the specified conditions or that the Streaming Server reserves capacity therefor. The Order Server produces a ticket and sends it, encrypted and signed/authenticated, to the Client with the following contents: a reference to the requested data, e.g. a file name, a session encryption key for the SRTP stream, a freshness token to protect against replay, information on the validity period, i.e. 30 min, QoS data, and the identity and address of the Client and the Streaming Server. From the ticket, the Client 1 extracts the data, most importantly the session key, and forwards it in encrypted shape to the Streaming Server 5 along with the authorization of the Order Server, i.e. the signature/authentication tag of the Order Server. The Streaming Server extracts the ticket content, checks freshness and authorization of the Client made by the Order Server 3. Finally, the Streaming Server starts to send the encrypted stream to the Client. The DRM module 41 in the Client produces a decrypted stream, as described with reference to FIGS. 1, 2 and 4 , which is played on the device. Halfway through the video, the Client is disturbed by a local noise. Over RTSP, the Client "rewinds" the stream a bit, and restarts the media stream sent from the Streaming Server 5 from that point. The Client may need to accompany the control request with the ticket, or information derived therefrom, so that the Streaming Server can check the validity. The RTSP messages may also be authenticated by the Client, so that no one else can take control over the streaming, or do denial of service.

Lindholm at page 12, lines 16-38. Clearly there is no determination of remaining available delivery time performed and whether this remaining available time exceeds a preset amount of time. Instead, Lindholm merely teaches that a time period may be purchased (e.g., 30 minutes).

There is no teaching or suggestion in Lindholm of determining whether there is any time remaining available from the purchased time period and whether this remaining available time exceeds a preset amount of time.

Furthermore, although the cited passage of Lindholm states "the Streaming Server can check the validity [of the ticket]," Applicant respectfully submits that Lindholm is apparently referring to "the Streaming Server verifies the validity of the ticket, e.g., that it still is valid, that is was issued by a legitimate Order Server, that the rights requested by the Client comply with the rights written in the ticket." Lindholm at page. 8, lines 26-29. Thus, the verification Lindholm refers to does not include the "determin[ation of] whether the remaining available delivery time exceeds a preset amount of time," as presently recited in claim 17, and similarly recited in claims 28, 36 and 37.

Furthermore, Applicant respectfully submits that Seago is silent on the use of a time quota or allotment and thus does not teach or suggest determining whether the remaining available delivery time exceeds a preset amount of time.

With respect to independent claims 1 and 35, Applicant cannot find in the cited portions of Hans, Lindholm, or Seago any disclosure, teaching, or suggestion of "wherein the delivery of the content to the content consumer is conditional upon there being more than a preset amount of delivery time available to the content consumer and wherein the delivery of the content is monitored by the digital rights server…" as presently recited in claim 1, and similarly recited in claim 35.

In particular, as discussed above, Applicant respectfully submits that Hans does not refer to conditional access based on there being more than a preset amount of delivery time available. Instead, Hans appears to use licenses to permit or deny access. Moreover, as discussed above, neither Lindholm nor Seago appear to refer this type of conditional processing.

Thus, because the references do not appear to disclose or describe all of the subject matter of independent claims 1, 17, 28, and 35-37, Applicant respectfully requests withdrawal of this basis of rejection of these claims.

Concerning remaining dependent claims 2-16, 18-27, and 29-34

The dependent claims 2-16, 18-27, and 29-34 depend from independent claims 1, 17, and 28, either directly or indirectly, and accordingly incorporate the limitations of each of these independent claims. These dependent claims are accordingly believed to be patentable for at least the reasons stated herein regarding their respective base claims. For brevity, Applicant defers (but reserves the right to present) further remarks, such as concerning any dependent claims, which are believed separately patentable. Thus, Applicant respectfully requests withdrawal of this basis of rejection of these claims.

Claim 6 was rejected under 35 U.S.C. § 103(a) as being obvious over Hans in view of Lindholm, further in view of Seago, further in view of Lagerweij et al. (U.S. Publication No. 2003/0217163A1; hereinafter "Lagerweij").

By introducing Lagerweij in order to reject claim 6, Applicant respectfully submits that the Final Office Action impliedly concedes that Hans, Lindholm, and Seago fail to disclose the aspects of claim 6.

As stated in the previous Office Action Response, and restated here, Applicant cannot find in the cited portions of Legerweij any description, teaching, or suggestion of "wherein further delivery is denied after a certain position within the media has been reached," as recited in claim 6. Instead, the cited portion of Lagerweij merely states:

> ...A business rule may e.g. relate to content duration, i.e. access to a content stream 8 is allowed only for a limited time, after which access is blocked. One could grant a user employing a user device 4 access to a content stream 8 for the next 12 hours for example. The duration can be specified on a per second base, so pay per minute is perfectly possible. Another business rule may relate to content expiration, i.e. access to the content stream 8 is or can be allowed till a predefined point in time. One could grant an end-user employing a user device 4 access to the content stream 8 till for example 12 Sep. 2002, 12:45 PM.

Lagerweij at ¶ 0040, lines 24-35. As can be seen, the cited portion of Lagerweij only refers to using a specific period (i.e., 12 hours) or an expiration time (i.e., "12 Sep. 2002, 12:45 PM") to control license expiration. It is clear that Lagerweij does not refer to the playback position

within the content stream. In contrast, Applicant's claim 6 presently recites using a "certain position within the media" to deny further delivery.

Thus, because Legerweij fails to describe or disclose all of the elements of claim 6, Applicant respectfully submits that no *prima facie* case of obviousness has been established and requests reconsideration and withdrawal of the basis of this rejection of claim 6.

CONCLUSION

Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's representative at (612) 371-2134 to facilitate prosecution of this application.

If necessary, please charge any additional fees or deficiencies, or credit any overpayments to Deposit Account No. 19-0743.

Respectfully submitted,

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Date October 19, 2009   By ___/_____ /_____

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CERTIFICATE UNDER 37 CFR 1.8: The undersigned hereby certifies that this correspondence is being filed using the USPTO's electronic filing system EFS-Web, and is addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 19th day of October, 2009.

___Kathryn Grinnell_____   ___/Kathryn Grinnell /_____
Name   Signature